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16 **UNITED STATES BANKRUPTCY COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **SAN FERNANDO VALLEY DIVISION**

19 In re:

20 **YAO LIN,**

21 Debtor.

22 **BEIJING SOUFUN SCIENCE AND**
23 **TECHNOLOGY DEVELOPMENT CO.,**
24 **LTD.,**

25 Plaintiff,

26 v.

27 **YAO LIN,**

28 Defendant.

Bankruptcy No. **1:23-bk-10733-MB**

Chapter 7

Hon. Martin R. Barash

Adversary Proceeding No. _____

**COMPLAINT OBJECTING TO THE
DISCHARGE OF CERTAIN DEBTS
UNDER 11 U.S.C. § 523 AND SEEKING
TO DENY DEBTOR'S DISCHARGE
UNDER 11 U.S.C. § 727**

1. Plaintiff Beijing SouFun Science and Technology Development Co., Ltd. (“Plaintiff” or “SouFun”) complains of defendant Yao Lin (the “Debtor,” “Lin,” or “Defendant”), and alleges as follows:

PARTIES, JURISDICTION AND VENUE

2. Plaintiff is a corporation, organized and existing under the laws of the People's Republic of China with its principal place of business in Beijing.

7 3. Lin is the debtor in the above-captioned chapter 7 bankruptcy case, having filed a
8 voluntary petition under chapter 7 of title 11 of the United States Code (the “**Bankruptcy Code**”),
9 on May 29, 2023 (the “**Petition Date**”). Lin is an individual residing in the County of Los
10 Angeles, State of California, and a contingent beneficiary and backup trustee to the Shinewoods
11 Trust.

12 4. This Court has jurisdiction over the subject matter of and parties to this adversary
13 proceeding pursuant to 28 U.S.C. §§ 157 and 1334.

14 5. This action arises under the Bankruptcy Code, and arises in and relates to the
15 chapter 7 bankruptcy case of the Debtor.

16 | 6. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (I), (J), and (O).

17 7. Venue is proper in this Court pursuant to 28 U.S.C. § 1409, as Debtor's underlying
18 bankruptcy case is pending before the Court.

19 8. The first date set for the meeting of creditors under Bankruptcy Code section
20 341(a) was July 10, 2023.

FACTUAL ALLEGATIONS

A. Plaintiff Obtains a Foreign Arbitration Award Against Defendant and Reduces the Final Award to Judgment in the United States.

24 9. On September 16, 2015, Plaintiff entered into an Agreement on Settlement of
25 Outstanding Amount and the Termination of Nominee Holding the Final Award (the
26 “Termination Agreement”) with Allscore Payment Services Co., Ltd. (“Allscore”); Beijing
27 Zhonghan Hailian Assets Management Co., Ltd. (“Hailian”); and Nanning Xuyin Business Co.,

1 Ltd. (“**Xuyin**”). Under the Termination Agreement, Allscore and Hailian are jointly and severally
2 liable for payment of an outstanding principal amount and liquidated damages amount owed to
3 Plaintiff in connection with a prior 2014 contractual agreement.

4 10. Additionally, on September 16, 2015, Plaintiff entered into a Guarantee Contract
5 (the “**Guarantee Contract**”) with Lin, Beijing Longhe Trading Co. Ltd. (“**Longhe**”) and Xuyin.
6 Under the Guarantee Contract, Lin and Longhe are jointly and severally liable for all obligations
7 borne by Allscore and Hailian under the Termination Agreement.

8 11. After Allscore failed to make payments in accordance with the Termination
9 Agreement—and Lin, Hailian, and Longhe failed to satisfy those payments in accordance with
10 their guarantor obligations under the Termination Agreement and Guarantee Contract—Plaintiff
11 submitted a breach of contract claim for arbitration before the China International Economic and
12 Trade Arbitration Commission (“**CIETAC**”) on or around January 23, 2018.

13 12. On September 6, 2019, the arbitration tribunal issued a final award (“**Final
Award**”) in favor of Plaintiff and against Lin.

14 13. On March 23, 2023, the United States District Court for the Central District of
15 California (the “**District Court**”) granted Plaintiff’s Petition for Confirmation, Recognition, and
16 Enforcement of Foreign Arbitration Award (the “**Enforcement Petition**”), and entered judgment
17 on April 12, 2023 for \$21,165,155.97, plus pre-judgment interest (the “**Domestic Judgment**”).

18 ***B. Defendant Fraudulently Transfers Assets to His Wife Jia Chen.***

19 14. Upon information and belief, Lin transferred substantially all of his assets to his
20 wife, Jia Chen (“**Chen**”), who then subsequently transferred Lin’s assets to a revocable living
21 trust, the Shinewoods Trust. These transferred assets include, but are not limited to, several multi-
22 million dollar real property assets located in Malibu, California.

23 15. Upon information and belief, Chen, who at all relevant times has been and
24 continues to be the wife of Lin, is an individual residing in Malibu, California and is a trustee of
25 the Shinewoods Trust. At the July 10, 2023 meeting of creditors, Lin testified that he is a
26 beneficiary of the Shinewoods Trust and a backup trustee.

1 16. The real properties transferred from Lin to Chen include, without limitation, the
2 assets set forth in the fraudulent transfer complaint attached as Exhibit A hereto.

3 17. Lin engaged in multiple transfers of assets with actual intent to hinder, delay,
4 and/or defraud Plaintiff and its attempts to exercise its right to collect from Lin the amounts owed
5 under the Final Award.

6 18. Upon information and belief, Lin transferred valuable assets, including the real
7 property assets located in Malibu, to Chen through multiple transactions and failed to receive a
8 reasonably equivalent value in exchange for the transfers made or obligations incurred. Chen paid
9 no consideration for the transfers of the 31663 Broad Beach Road or 27487 Latigo Bay View
10 properties set forth in Exhibit A hereto.

11 19. Lin engaged in, or purported to engage in, transfers and assumed obligations
12 involving Lin's assets where Lin retained possession or control of the property after the transfer.
13 These transfers and obligations include, but are not limited to, transfers to trusts as to which Lin is
14 serving, or has served, as trustee or beneficiary, including the Shinewoods Trust.

15 20. Upon information and belief, Lin engaged in, or purported to engage in, transfers
16 and assumed obligations involving Lin's assets where the transfer or conveyance was concealed.

17 21. Upon information and belief, Lin engaged in, or purported to engage in, transfers
18 and assumed obligations involving Lin's assets at a time when Lin had been sued or threatened
19 with suit.

20 22. Upon information and belief, Lin engaged in, or purported to engage in, transfers
21 and assumed obligations where the alleged transfers and assumed rights encompassed
22 substantially all of Lin's assets.

23 23. Upon information and belief, Lin engaged in transfers to remove and conceal assets
24 that would otherwise be available to satisfy the Domestic Judgment.

25 24. Upon information and belief, Lin engaged in transfers and assumed obligations that
26 made him insolvent, or caused him to become insolvent shortly after the transfers were made.

1 25. Upon information and belief, Lin engaged in transfers involving his assets shortly
2 before a substantial debt was incurred.

3 26. As a result of these fraudulent transfers, Plaintiff has been damaged by being
4 deprived of having Lin's assets available to satisfy the Domestic Judgment.

5 27. Lin's actions have been, and continue to be, malicious, oppressive, and willful, and
6 engaged in with conscious disregard for Plaintiff's rights.

7 ***C. Plaintiff Files Fraudulent Transfer Action Against Lin***

8 28. On September 16, 2022, Plaintiff filed an action against Lin, Chen, and the
9 Shinewoods Trust in Los Angeles Superior Court (Case No. 22STCV30434) to recover the
10 fraudulent transfers. Attached as Exhibit A is a copy of Plaintiff's fraudulent transfer complaint.

11 29. Plaintiff's fraudulent transfer action was stayed by the commencement of the
12 Debtor's chapter 7 bankruptcy case.

13 ***D. Lin Fraudulently Transfers Approximately \$800,000 From His Bank Accounts***

14 ***Immediately Prior to or After Filing For Bankruptcy.***

15 30. Upon information and belief, on or about May 26, 2023, Lin had approximately
16 \$800,000 in multiple bank and brokerage accounts with East West Bank, located in Encino,
17 California ("East West Accounts"). Upon information and belief, Lin was the account holder and
18 signer of the East West Accounts.

19 31. On May 29, 2023, Lin filed his bankruptcy petition and failed to disclose any of
20 these East West Accounts.

21 32. Upon information and belief, shortly before or immediately after Lin filed for
22 bankruptcy, Lin transferred, or otherwise caused to be transferred, all of the money in the East
23 West Accounts.

24 33. Upon information and belief, Lin emptied East West Accounts in an attempt to
25 place assets beyond the reach of Plaintiff.

26 34. Upon information and belief, Lin was insolvent at the time of any transfers out of
27 the East West Accounts or would become insolvent as a result of the transfers.

35. Upon information and belief, Lin engaged in the transfers to remove and conceal assets that would otherwise be available to satisfy the Domestic Judgment.

36. As a result of the fraudulent transfers, Plaintiff has been damaged by being deprived of Lin's assets that could have been used to satisfy the Domestic Judgment.

37. Lin's actions have been, and continue to be, malicious, oppressive, and willful, and engaged in with conscious disregard for Plaintiff's rights.

E. Lin Makes Fraudulent Statements and Omissions in Communications With Plaintiff, the Court, and Other Creditors Immediately After Filing Bankruptcy.

38. After the Petition Date, on the schedules of assets filed under penalty of perjury with this Court in connection with his chapter 7 bankruptcy case, Lin did not list the East West Accounts or any of the assets transferred to Chen and then to the Shinewood Trust.

39. Lin, under oath, at the meeting of creditors held pursuant to section 341 of the Bankruptcy Code, admitted to having accounts at East West Bank, but denied having any funds in those accounts or having recently transferred any funds out of those accounts.

40. Upon information and belief, Lin knowingly made false and misleading statements under oath regarding his assets and recent transfers of assets.

CLAIMS FOR RELIEF

First Claim for Relief

(Exception to Discharge Pursuant to Section 523(a)(2)(A) of the Bankruptcy Code)

41. Plaintiff repeats and incorporates by reference each and every allegation of Paragraphs 1 through 40 as though fully set forth in this claim for relief.

42. The transfers of property described above in Paragraphs 14–27 were actually fraudulent as to Plaintiff as they were made to hinder Plaintiff's collection of its debt owed by Defendant.

43. The transfers of property described above in Paragraphs 30–37 were actually fraudulent as to Plaintiff as they were made to hinder Plaintiff's collection of its debt owed by Defendant.

1 44. As a proximate cause of the aforementioned fraudulent transfers, Plaintiff was
2 damaged in an amount believed to be no less than the value of the assets that were fraudulently
3 transferred, the exact amount of which will be proven at the time of trial. Damages also include
4 attorneys' fees and costs.

5 45. The Debtor's actual fraud in connection with these fraudulent transfers is an
6 exception to discharge to the extent of those transfers under section 523(a)(2)(A) of the
7 Bankruptcy Code.

Second Claim for Relief

(Exception to Discharge Pursuant to Section 523(a)(6) of the Bankruptcy Code)

10 46. Plaintiff repeats and incorporates by reference each and every allegation of
11 Paragraphs 1 through 45 as though fully set forth in this claim for relief.

12 47. In making the fraudulent transfers of property described above in Paragraphs 14–
13 27, Defendant willfully and maliciously injured Plaintiff and/or the property of Plaintiff.

14 48. In making the fraudulent transfers of property described above in Paragraphs 30–
15 37, Defendant willfully and maliciously injured Plaintiff and/or the property of Plaintiff.

16 49. The Debtor's willful and malicious conduct caused Plaintiff injury in connection
17 with the fraudulent transfers, and such conduct creates an exception to discharge to the extent of
18 those transfers under section 523(a)(6) of the Bankruptcy Code.

Third Claim for Relief

(Denial of Discharge Pursuant to Section 727(a)(2) of the Bankruptcy Code)

21 50. Plaintiff repeats and incorporates by reference each and every allegation of
22 Paragraphs 1 through 49 as though fully set forth in this claim for relief.

23 51. In or in connection with this bankruptcy case, the Debtor, with intent to hinder,
24 delay, or defraud Defendant and/or other creditors, has transferred, removed, destroyed, mutilated,
25 or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed
26 (a) the Debtor's property, within one year before the Petition Date; and/or (b) property of the
27 estate, after the Petition Date.

1 52. By reason of the foregoing, Defendant's discharge should be denied pursuant to
2 section 727(a)(2) of the Bankruptcy Code, including without limitation any discharge of the
3 Domestic Judgement.

Fourth Claim for Relief

(Denial of Discharge Pursuant to Section 727(a)(4)(A) of the Bankruptcy Code)

6 53. Plaintiff repeats and incorporates by reference each and every allegation of
7 Paragraphs 1 through 52 as though fully set forth in this claim for relief.

8 54. In this bankruptcy case, the Debtor submitted his sworn statement in which the
9 Debtor knowingly and fraudulently made a false oath.

10 55. Among other things, the Debtor failed to disclose all of his bank accounts,
11 including the East-West Accounts. The Debtor also failed to identify assets transferred out of his
12 name but in which he still enjoyed beneficial control. Upon information and belief, the Debtor
13 knowingly and fraudulently omitted these material facts from his petition in this chapter 7 case.

14 56. By reason of the foregoing, Defendant's discharge should be denied pursuant to
15 section 727(a)(4)(A) of the Bankruptcy Code, including without limitation any discharge of the
16 Domestic Judgment.

Fifth Claim for Relief

(Denial of Discharge Pursuant to Section 727(a)(5) of the Bankruptcy Code)

19 57. Plaintiff repeats and incorporates by reference each and every allegation of
20 Paragraphs 1 through 56 as though fully set forth in this claim for relief.

21 58. The Debtor has failed to explain satisfactorily a material loss of assets or deficiency
22 of assets to meet the Debtor's liabilities, including without limitation (a) the transfers of a
23 substantial majority of Defendant's assets during or soon after the entry of the Final Award by
24 CIETAC or (b) the dissipation of amounts held in the East-West Accounts immediately prior to or
25 after the Petition Date.

1 59. By reason of the foregoing, Defendant's discharge should be denied pursuant to
2 section 727(a)(5) of the Bankruptcy Code, including without limitation any discharge of the
3 Domestic Judgement.

4 WHEREFORE, Plaintiff demands judgment against Defendant as follows:

5 A. That all debts and obligations owed to Plaintiff by Defendant, including the
6 Domestic Judgment, be declared nondischargeable in this and any subsequent
7 bankruptcy filing by Defendant;

8 B. That Defendant's discharge be denied for the reasons set forth herein;

9 C. For recovery of damages in an amount to be established at trial representing
10 monetary and other damages arising from Defendant's conduct described above,
11 plus all interest, costs and attorneys' fees allowable by law; and

12 D. For such other and further relief as the Court deems appropriate.

14 DATED: September 7, 2023

O'MELVENY & MYERS LLP

/s/ Karen Rinehart

Stephen H. Warren
Marc Feinstein
Karen Rinehart
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Attorneys for Plaintiff

EXHIBIT A

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20 Beijing SouFun Science and Technology
21 Development Co., Ltd.

22 Beijing SouFun Science and Technology
23 Development Co., Ltd., a People's Republic of
24 China corporation,

25 Plaintiff,

26 v.

27 Yao Lin, an individual; Jia Chen, an individual;
28 Yao Lin, as Trustee of the Shinewoods Trust;
and Does 1 through 100, inclusive,

Defendants.

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Case No. 22STCV30434

UNLIMITED JURISDICTION

COMPLAINT FOR:

- 1. VOIDABLE TRANSACTION, CAL. CIV. CODE § 3439.04(a)(1)**
- 2. VOIDABLE TRANSACTION, CAL. CIV. CODE § 3439.04(a)(2)**
- 3. VOIDABLE TRANSACTION, CAL. CIV. CODE § 3439.05**
- 4. COMMON LAW FRAUDULENT CONVEYANCE**
- 5. CONSPIRACY TO COMMIT FRAUDULENT CONVEYANCE**
- 6. AIDING AND ABETTING FRAUDULENT CONVEYANCE**

1 **INTRODUCTION**

2 1. This suit arises from Defendant Yao Lin's concerted and unlawful attempts to
3 avoid paying debts owed to Plaintiff Beijing SouFun Science and Technology Development Co.,
4 Ltd. pursuant to a final arbitration award.

5 2. On September 6, 2019, Plaintiff obtained a final arbitration award (the "Final
6 Award") issued by an arbitration panel in accordance with the China International Economic and
7 Trade Arbitration Commission ("CIETAC") against Defendant Yao Lin ("Lin") for an amount
8 more than 140,597,571.30 (currently \$20,286,786.13). However, after these debts were incurred
9 and during the pendency of the arbitration, Lin transferred substantially all of his assets to his
10 wife, Jia Chen ("Chen"), who then subsequently transferred several multi-million dollar real
11 property assets to a revocable living trust, the Shinewoods Trust.

12 3. Lin has transferred these assets in an attempt to hinder, delay or avoid his debts to
13 Plaintiff. Each of these purported transfers was invalid and orchestrated to defraud Plaintiff as
14 Lin's creditor.

15 **THE PARTIES**

16 4. Plaintiff is a corporation, organized and existing under the laws of the People's
17 Republic of China with its principal place of business in Beijing.

18 5. Plaintiff is informed and believes, and on that basis alleges, that Defendant Yao
19 Lin is an individual residing in Malibu, California and, upon information and belief, is a trustee of
20 the Shinewoods Trust.

21 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant Jia
22 Chen, who at all relevant times has been and continues to be the wife of Lin, is an individual
23 residing in Malibu, California. Plaintiff is informed and believes, and on that basis alleges, that
24 several multi-million dollar real property assets that were transferred by Lin and/or Chen during
25 the pendency of the arbitration or thereafter were acquired during their marriage and are
26 considered community property. Upon information and belief, Chen is a trustee of the
27 Shinewoods Trust.

28 7. Defendant Does 1 through 100, inclusive, are sued herein under fictitious names.

1 Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1 through
2 100 and therefore sues these defendants by those fictitious names. Plaintiff will amend this
3 Complaint to include their true names and capacities when ascertained. Plaintiff is informed and
4 believes, and on that basis alleges, that each of the fictitiously named defendants received a
5 fraudulently transferred asset of Lin and/or fraudulently transferred an asset or ownership of an
6 asset once belonging to Lin to another named defendant or a Doe defendant.

7 8. Unless otherwise specified: (a) all defendants, named or fictitious, are herein
8 collectively referred to as the “Defendants” and (b) all Doe defendants are herein collectively
9 referred to as “Does.”

10 **VENUE AND JURISDICTION**

11 9. Venue is proper in the Superior Court of California, County of Los Angeles under
12 California Code of Civil Procedure § 395. Upon information and belief, Defendants Yao Lin and
13 Jia Chen reside in the County of Los Angeles, State of California.

14 10. The Los Angeles Superior Court has jurisdiction over this action pursuant to the
15 Uniform Voidable Transfers Act (“UVTA”), California Civil Code §§ 3439 *et seq.* This Court
16 also has jurisdiction to grant relief on Plaintiff’s common law claims for fraudulent conveyance,
17 conspiracy to commit fraudulent conveyance, and aiding and abetting fraudulent conveyance.

18 **GENERAL ALLEGATIONS**

19 **I. FOREIGN ARBITRATION AWARD AGAINST DEFENDANT YAO LIN**

20 11. On September 16, 2015, Plaintiff entered into an Agreement on Settlement of
21 Outstanding Amount and the Termination of Nominee Holding the Final Award (the
22 “Termination Agreement”) with Allscore Payment Services Co., Ltd. (“Allscore”); Beijing
23 Zhonghan Hailian Assets Management Co., Ltd. (“Hailian”); and Nanning Xuyin Business Co.,
24 Ltd. (“Xuyin”). Under the Termination Agreement, Allscore and Hailian are jointly and severally
25 liable for payment of an outstanding principal amount and liquidated damages amount owed to
26 Plaintiff in connection with a prior 2014 contractual agreement.

27 12. Additionally, on September 16, 2015, Plaintiff entered into a Guarantee Contract
28 (the “Guarantee Contract”) with Lin, Beijing Longhe Trading Co. Ltd. (“Longhe”) and Xuyin.

1 Under the Guarantee Contract, Lin and Longhe are jointly and severally liable for all obligations
2 borne by Allscore and Hailian under the Termination Agreement.

3 13. After Allscore failed to make payments in accordance with the Termination
4 Agreement—and Lin, Hailian, and Longhe failed to satisfy those payments in accordance with
5 their guarantor obligations under the Termination Agreement and Guarantee Contract—Plaintiff
6 submitted a breach of contract claim for arbitration before CIETAC.

7 14. On November 30, 2018 and May 21, 2019, an arbitration tribunal heard the case in
8 accordance with the applicable CIETAC Arbitration Rules.

9 15. On September 6, 2019, the arbitration tribunal issued a final award (the “Final
10 Award”), ordering: (i) Allscore to pay Plaintiff principal of the outstanding amount of RMB
11 55,427,195.39 (currently \$7,997,575.27); (ii) Allscore to pay Plaintiff liquidated damages in the
12 amount of RMB 66,784,745.30 (currently \$9,636,353.12); (iii) Allscore to pay Plaintiff interest
13 calculated at the lending rate of the People’s Bank of China, currently 4.3%, on RMB
14 82,418,872.85 for the period from September 8, 2017 to the date of actual repayment (currently
15 \$2,556,822.40) and interest calculated at the lending rate of the People’s Bank of China, currently
16 4.3%, on RMB 148,794.45 for the period from September 19, 2017 to the date of actual
17 repayment (currently \$4,615.95); (iv) Allscore to pay Plaintiff RMB 400,000 (currently
18 \$57,715.90) to compensate Plaintiff for attorney fees paid; (v) Lin, Hailian, and Longhe jointly
19 and severally liable for the monetary obligations of Allscore under items (i) – (iv); and (vi) Lin,
20 Allscore, Hailian, and Longhe jointly liable for arbitration fees of RMB 934,328.50 (currently
21 \$134,814.01). The total amount owed under the Final Award is over RMB 140,597,571.30
22 (currently \$20,286,786.13).

23 16. On August 19, 2022, Plaintiff filed a Petition for Confirmation, Recognition, and
24 Enforcement of Foreign Arbitration Award with the United States District Court, Central District
25 of California, Western Division, Case No. 2:22-cv-05898. This action is currently pending before
26 the court.

27 **II. FRAUDULENT TRANSFERS**

28 17. Plaintiff is informed and believes, and on that basis alleges, that Lin has

1 transferred assets to Chen, the Shinewoods Trust, and/or Does, and as a result, Lin has
2 insufficient assets to pay his debts owed to Plaintiff under the Final Award.

3 18. Plaintiff is informed and believes, and on that basis alleges, that Lin put assets that
4 were in his name into the name of Chen, who then transferred those assets to the Shinewoods
5 Trust.

6 19. The assets fraudulently transferred include, but are not limited to:

7 (a) Real property located at or near 31663 Broad Beach Road, Malibu,
8 California 90265, and legally described as: "*Those portions of Lots 4, 5,*
9 *and 7 of Tract No. 20658, in the City of Malibu, county of Los Angeles,*
10 *State of California, as per map recorded in Book 579, Pages 9 and 10 of*
11 *maps, in the Office of the County Recorder of said County; described as*
12 *follows: Beginning at the Northeast corner of said Lot 4 thence along the*
13 *Easterly line of said Lot 4 South 10° 05' 30" West 82.00 feet to the Easterly*
14 *prolongation of the Northerly line of Lot 5; thence along said prolongation*
15 *and along said Northerly line North 82° 02' 55" West 76.00 feet to a line*
16 *parallel with the Easterly line o [sic] said Lot 5 that passes through point*
17 *in the Southerly line of said lot 5 distant North 79° 54' 30" West 76.00 feet*
18 *from the Southeast corner of said Lot 4; thence along said parallel line,*
19 *South 10° 05' 30" West 100.00 feet to the Southerly line of said lot 5;*
20 *thence along said southerly line, North 79° 54' 30" West 10.00 feet to a*
21 *point in said Southerly line distant South 79° 64' 30" East 69.00 feet from*
22 *the Southwest corner of said Lot 5; thence parallel with the Easterly line of*
23 *said Lot 5, North 10° 06' 30" East 99.60 feet to the Northerly line of said*
24 *Lot 5; thence Northwesterly, in a direct line South 70° 43' 58" West 39.00*
25 *feet from the most Northerly corner of said Lot 7; thence along said*
26 *Northwesterly line, North 70° 43' 68" East 39.00 feet to said most*
27 *Northerly corner; thence along the Northeasterly line of Lots 7 and 4,*
28 *South 66° 28' 30" East 107.11 feet to the point of beginning. Except*

1 *therefrom all oil, gas, minerals and other hydrocarbon, below a depth of*
2 *600 feet, without the right of surface entry, as reserved in Instrument of*
3 *record.” Upon information and belief, on or around March 18, 2019, Lin*
4 *transferred this property by Grant Deed, with no consideration paid, to*
5 *Chen, individually, as her sole and separate property. A true and correct*
6 *copy of this Grant Deed is attached hereto as **Exhibit 1**. On or around*
7 *November 4, 2021, Chen transferred this property by Grant Deed to Jia*
8 *Chen as the trustee of the Shinewoods Trust. A true and correct copy of*
9 *this Grant Deed is attached hereto as **Exhibit 2**.*

10 (b) Real property located at or near 27487 Latigo Bay View Drive, Malibu,
11 California 90265, and legally described as: “*Parcel 1: Lot 10, of Tract No.*
12 *46851, in the City of Malibu, County of Los Angeles, State of California, as*
13 *per map recorded in Book 1171 Pages 62 to 73, inclusive of Maps, in the*
14 *Office of the County Recorder of said County. Excepting therefrom all*
15 *minerals, oil, petroleum, asphaltum, gas, coal and other thereof, but*
16 *without surface right of entry, as reserved by Marblehead Land Company,*
17 *in deed recorded March 4, 1947 as Instrument No. 1036 in Book 24232,*
18 *Page 380, of Official Records. Parcel 2: An easement for road purposes*
19 *and ingress and egress over those certain strips of land designated as*
20 *‘Private Driveway and Fire Lane’ and ‘Private Streets’, as designated and*
21 *delineated on the map of said Tract No. 46851.” Upon information and*
22 *belief, on or around March 18, 2019, Lin transferred this property by Grant*
23 *Deed, with no consideration paid, to Chen, individually, as her sole and*
24 *separate property. A true and correct copy of this Grant Deed is attached*
25 *hereto as **Exhibit 3**. On or around December 16, 2021, Chen transferred*
26 *this property by Grant deed to Jia Chen as the trustee of the Shinewoods*
27 *Trust. A true and correct copy of this Grant Deed is attached hereto as*
28 **Exhibit 4.**

20. Plaintiff is informed and believes, and on that basis alleges, that Lin is in the process of considering transferring the same and other valuable assets to family members or friends for a low value in an attempt to keep his assets out of Plaintiff's reach. Upon information and belief, these assets include, but are not limited to:

- (a) Real property located at or near 31663 Broad Beach Road, Malibu, California 90265, and legally described as above.
- (b) Real property located at or near 27487 Latigo Bay View Drive, Malibu, California 90265, and legally described as above.
- (d) Real property located at or near 435 Woodbluff Road, Calabasas, California 91302, and legally described as: "*Lot 2 of Tract No. 45168, in the County of Los Angeles, State of California, as per Map recorded in Book 1166, Pages 97 to 99 inclusive of Maps, in the Office of the County Recorder of said County.*"
- (e) Real property located at or near 2100 East Guinness Court, Bloomington, Indiana 47408, and legally described as: "*The North Half of the Southwest Quarter of Section Number Three (3), Township Number Nine (9) North, Range One (1) West. Containing Eighty (80) acres, more or less. ALSO, a part of the Southwest Quarter of the Northwest Quarter of Section Three (3), Township Number Nine (9) North, Range One (1) West, described as follows, to-wit: COMMENCING at the Northwest corner of said quarter quarter; thence East Nine Hundred Eighty-three and one-half (983.5) feet; thence South Fifty (50) feet; thence South Twelve (12) degrees and Forty-two (42) minutes West, Thirteen Hundred One and Seven-tenths (1301.7) feet; thence West to the Southwest corner of said quarter quarter; thence North to the Northwest corner of said quarter quarter, the place of beginning, containing Twenty-five (25) acres, more or less. ALSO, a part of the Southeast Quarter of the Southwest Quarter of Section 3, Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly*

described as follows: COMMENCING at the Southwest corner of said quarter quarter marked by a railroad spike, thence NORTH 00 degrees 15 minutes 24 seconds WEST (assumed basis of bearings) along the West line of said quarter quarter, 1078.49 feet to the point of beginning marked by a 5/8-inch rebar with yellow cap; thence continuing NORTH 00 degrees 15 minutes 24 seconds WEST along said West line, 228.09 feet to the Northwest corner of said quarter quarter; thence SOUTH 88 degrees 25 minutes 22 seconds EAST along the North line of said quarter quarter, 1314.57 feet to the Northeast corner of said quarter quarter; thence SOUTH 00 degrees 15 minutes 24 seconds EAST along the East line of said quarter quarter, 670.55 feet to a 5/8-inch rebar with yellow cap, thence NORTH 59 degrees 28 minutes 13 seconds WEST, a distance of 321.26 feet to a 5/8-inch rebar with yellow cap; thence NORTH 66 degrees 16 minutes 34 seconds WEST, a distance of 271.28 feet [sic] to a 5/8-inch rebar with yellow cap; thence NORTH 75 degrees 22 minutes 56 seconds WEST, a distance of 236.75 feet to a 5/8-inch rebar with yellow cap; thence SOUTH 62 degrees 48 minutes 27 seconds WEST, a distance of 90.00 feet to a 5/8- inch rebar with yellow cap; thence NORTH 43 degrees 56 minutes 00 seconds WEST, a distance of 115.00 feet to a 5/8-inch rebar with yellow cap; thence NORTH 75 degrees 22 minutes 56 seconds WEST, a distance of 415.49 feet to the point of beginning, containing 12.319 acres, more or less. ALSO KNOW AS TRACT 3 in the plat of Moseman Type "E" Administrative Subdivision recorded June 22, 2005 as Instrument 2005011748."

25 21. Plaintiff is informed and believes, and on that basis alleges, that Lin is in the
26 process of encumbering his assets.

FIRST CAUSE OF ACTION

VOIDABLE TRANSACTION

1 (UNIFORM VOIDABLE TRANSACTIONS ACT, CAL. CIV. CODE § 3439.04(a)(1))

2 (Against All Defendants)

3 22. Plaintiff realleges and incorporates by reference paragraphs 1 through 21 of this
4 Complaint, as if fully set forth herein.

5 23. Upon information and belief, Defendants engaged in multiple transfers of assets,
6 with actual intent to hinder, delay, and/or defraud Plaintiff and its attempts to exercise its right to
7 collect from Lin the amounts owed under the Final Award. Each of the Defendants agreed and
8 conspired with the others, and provided assistance with knowledge of the wrongdoing and
9 otherwise aided and abetted one another, to achieve this unlawful goal.

10 24. Upon information and belief, Defendants transferred Lin's valuable real property
11 assets through multiple transactions and failed to receive a reasonably equivalent value in
12 exchange for the transfers made or obligations incurred. Chen paid no consideration for the
13 transfers of the 31663 Broad Beach Road or 27487 Latigo Bay View properties.

14 25. Upon information and belief, at the time the transfers were made or obligations
15 incurred, Defendants were engaged, or about to engage, in a business or transaction, and Lin's
16 remaining assets were unreasonably small in relation to those business or transactions.

17 26. Upon information and belief, at the time the transfers were made or obligations
18 incurred, Lin intended to incur, or believed or reasonably should have believed that he would
19 incur, debts beyond his ability to pay as the debts became due. Lin knew that the liability he
20 could face from the Final Award would be more than the value of his assets.

21 27. Upon information and belief, Defendants engaged in, or purported to engage in,
22 transfers and assumed obligations involving Lin's assets where the transfer and obligations
23 involved insiders or close affiliates. The transferee of the real properties was Lin's wife, Chen.

24 28. Upon information and belief, Defendants engaged in, or purported to engage in,
25 transfers and assumed obligations involving Lin's assets where Defendants retained possession or
26 control of the property after the transfer. These transfers and obligations include, but are not
27 limited to, Defendants serving, or having served, as trustees, or being, or having been,
28 beneficiaries to the Shinewoods Trust.

29. Upon information and belief, Defendants engaged in, or purported to engage in, transfers and assumed obligations involving Lin's assets where the transfer or conveyance was concealed.

30. Upon information and belief, Defendants engaged in, or purported to engage in, transfers and assumed obligations involving Lin's assets at a time when Lin had been sued or threatened with suit. Transfers occurred after Plaintiff commenced an arbitration against Lin for breach of contract where Lin served as a joint and several guarantor.

31. Upon information and belief, Defendants engaged in, or purported to engage in, transfers and assumed obligations where the alleged transfers and assumed rights encompassed substantially all of Lin's assets.

32. Upon information and belief, Defendants engaged in transfers and assumed property rights that helped remove and conceal Lin's assets.

33. Upon information and belief, Defendants engaged in transfers and assumed obligations that made Lin insolvent, or caused him to become insolvent shortly after the transfers were made.

34. Upon information and belief, Defendants engaged in transfers involving Lin's assets shortly before a substantial debt was incurred. Each of the Defendants absconded with the assets and/or aided and abetted and conspired with the other Defendants to do so.

35. Plaintiff is entitled, but not limited, to (a) damages against each Defendant in an amount to be determined at trial, plus applicable interest, (b) avoidance of the transfers made or obligations incurred to the extent necessary to satisfy the Final Award, (c) an attachment of the assets transferred, (d) an injunction against further disposition by Defendants or a transferee, or both, of any asset transferred or other property of the transferee, and/or (e) the appointment of a receiver over the fraudulently transferred assets.

36. Defendants' actions have been, and continue to be, malicious, oppressive, and willful, and engaged in with conscious disregard for Plaintiff's rights, thus justifying an award of exemplary and punitive damages.

SECOND CAUSE OF ACTION

VOIDABLE TRANSACTION

(UNIFORM VOIDABLE TRANSFER ACT, CAL. CIV. CODE § 3439.04(a)(2))

(Against All Defendants)

37. Plaintiff realleges and incorporates by reference paragraphs 1 through 21 of this Complaint, as if fully set forth herein.

38. Upon information and belief, Defendants exchanged Lin's valuable real property assets through multiple transactions and failed to receive a reasonably equivalent value in exchange for the transfers made or obligations incurred. Chen paid no consideration for the transfers of the 31663 Broad Beach Road or 27487 Latigo Bay View properties.

39. Upon information and belief, at the time the transfers were made or obligations incurred, Defendants were engaged or about to engage in a business or transaction, and Lin's remaining assets were unreasonably small in relation to those business or transactions.

40. Upon information and belief, at the time the transfers were made or obligations incurred, Lin intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as the debts became due.

41. Plaintiff is entitled, but not limited, to (a) damages against each Defendant in an amount to be determined at trial, plus applicable interest, (b) avoidance of the transfers made or obligations incurred to the extent necessary to satisfy the Final Award, (c) an attachment to the assets transferred, (d) an injunction against further disposition by Defendants or a transferee, or both, of any asset transferred or other property of the transferee, and/or (e) the appointment of a receiver over the fraudulently transferred assets.

THIRD CAUSE OF ACTION

VOIDABLE TRANSACTION

(UNIFORM VOIDABLE TRANSFER ACT, CAL. CIV. CODE § 3439.05)

(Against All Defendants)

42. Plaintiff realleges and incorporates by reference paragraphs 1 through 21 of this Complaint, as if fully set forth herein.

43. Upon information and belief, Defendants exchanged Lin's valuable real property

1 assets through multiple transactions and failed to receive a reasonably equivalent value in
2 exchange for the transfers made or obligations incurred, and Lin was insolvent at the time of the
3 transfers or became insolvent as a result of the transfers made or obligations incurred.

4 44. Plaintiff is entitled, but not limited, to (a) damages against each Defendant in an
5 amount to be determined at trial, plus applicable interest, (b) avoidance of the transfers made or
6 obligations incurred to the extent necessary to satisfy the Final Award, (c) an attachment to the
7 assets transferred, (d) an injunction against further disposition by Defendants or a transferee, or
8 both, of any asset transferred or other property of the transferee, and/or (e) the appointment of a
9 receiver over the fraudulent transferred Lin's assets.

10 **FOURTH CAUSE OF ACTION**

11 **COMMON LAW FRAUDULENT CONVEYANCE**

12 (Against All Defendants)

13 45. Plaintiff realleges and incorporates by reference paragraphs 1 through 21 of this
14 Complaint, as if fully set forth herein.

15 46. Upon information and belief, Defendants engaged in multiple transfers involving
16 Yao Lin's assets in order to deprive Plaintiff of its right as a creditor to recover the amounts owed
17 under the Final Award.

18 47. Upon information and belief, Defendants exchanged Lin's valuable real property
19 assets through multiple transactions and failed to receive a reasonably equivalent value in
20 exchange for the transfers made or obligations incurred, and Lin was insolvent at the time of the
21 transfers or became insolvent as a result of the transfers made or obligations incurred.

22 48. As a direct and proximate result of Defendants' actions, Plaintiff has been
23 damaged in an amount to be proven at trial, but in no event less than the total amounts owed
24 under the Final Award.

25 49. Defendants' actions have been, and continue to be, malicious, oppressive, and
26 willful, and engaged in with conscious disregard for Plaintiff's rights, thus justifying an award of
27 exemplary and punitive damages.

28 **FIFTH CAUSE OF ACTION**

CONSPIRACY TO COMMIT FRAUDULENT CONVEYANCE

(Against All Defendants)

50. Plaintiff realleges and incorporates by reference paragraphs 1 through 21 of this Complaint, as if fully set forth herein.

51. Defendants formed a group and agreed to a common plan or design to, and did in fact, intentionally hinder, delay, and defraud Plaintiff and its right to collect under the Final Award by engaging in a series of transfers and conveyances with the intent of misrepresenting and concealing the true ownership of Lin's assets. Defendants knowingly participated in the foregoing fraudulent transfers.

52. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in an amount to be proven at trial, but in no event not less than the total amounts owed under the Final Award.

53. Defendants' actions have been, and continue to be, malicious, oppressive, and willful, and engaged in with conscious disregard for Plaintiff's rights, thus justifying an award of exemplary and punitive damages.

SIXTH CAUSE OF ACTION

AIDING AND ABETTING FRAUDULENT CONVEYANCE

(Against All Defendants)

54. Plaintiff realleges and incorporates by reference paragraphs 1 through 21 of this Complaint, as if fully set forth herein.

55. Defendants aided and abetted Lin in hindering, delaying, and defrauding Plaintiff from the proper exercise of its rights as a creditor. They knowingly participated in the foregoing fraudulent transfers.

56. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in an amount to be proven at trial, but in no event less than the total amounts owed under the Final Award.

57. Defendants' actions have been, and continue to be, malicious, oppressive, and willful, and engaged in with conscious disregard for Plaintiff's rights, thus justifying an award of

1 exemplary and punitive damages.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for relief as follows:

- 4 (i) For compensatory damages not less than the total amounts owed under the
5 Final Award;
- 6 (ii) For punitive damages;
- 7 (iii) For avoidance of unlawful transfers and injunction against further unlawful
8 transfers;
- 9 (iv) For an accounting;
- 10 (v) For disgorgement of unjust enrichment and a constructive trust;
- 11 (vi) For involuntary dissolution;
- 12 (vii) For appointment of a receiver over Defendants' assets;
- 13 (viii) For pre- and post-judgment interest;
- 14 (ix) For attorneys' fees and costs of suit; and
- 15 (x) For all such other and further relief as this Court may deem just and proper.

16 Dated: September 16, 2022

O'MELVENY & MYERS LLP

18 By: /s/ Marc Feinstein
19 Marc Feinstein
20 Attorneys for Plaintiff
Beijing SouFun Science and Technology
Development Co., Ltd.

EXHIBIT 1

▲ This page is part of your document - DO NOT DISCARD ▲



20190238746



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

03/18/19 AT 08:00AM

FEES :	31.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
<hr/> PAID :	106.00



LEADSHEET



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009695517

SEQ:
01

SECURE - 8:00AM



▲ THIS FORM IS NOT TO BE DUPLICATED ▲

E535543

E08_190318_677555

RECORDING REQUESTED BY

Stewart Title
AND WHEN RECORDED MAIL TO:

JIA CHEN

5519 Angelus Ave
San Gabriel, CA 91776

THIS SPACE FOR RECORDER'S USE ONLY:

AP# 4470-019-017

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$0.00

'This is a bona fide gift and the grantor
received nothing in return, R & T 11911'

computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.
 Unincorporated area City of AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

YAO LIN AND JIA CHEN, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF
SURVIVORSHIP

hereby GRANT(s) to:

JIA CHEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

the real property in the County of LOS ANGELES, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 31663 BROAD BEACH ROAD, MALIBU, CA 90266

"This conveyance establishes sole and separate property of a spouse, R & T 11911."

ACCOMMODATION
This Document delivered to Recorder
as an accommodation only at the
express request of the parties hereto.
It has not been examined as to
its effect or validity.

DATED: January 7, 2019

Signature Page attached hereto
and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

AP#: 4470-019-017

SIGNATURE PAGE

Title of Document: **GRANT DEED**

Date of Document: January 7, 2019

YAO LIN
JIA CHEN

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA People's Republic of China)
COUNTY OF Municipality of Beijing)
On JAN 29 2019 Embassy of the United) SS:
before me, Morgan Kuehne States of America)
A Notary Public personally appeared
Yao Lin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Malibu and described as follows:

Those portions of Lots 4, 5 and 7 of Tract No. 20658, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 579, Pages 9 and 10 of maps, in the Office of the County Recorder of said County; described as follows:

Beginning at the Northeast corner of said Lot 4; thence along the Easterly line of said Lot 4, South $10^{\circ} 05' 30''$ West 82.00 feet to the Easterly prolongation of the Northerly line of Lot 5; thence along said prolongation and along said Northerly line North $82^{\circ} 02' 55''$ West 76.00 feet to a line parallel with the Easterly line of said Lot 5 that passes through point in the Southerly line of said lot 5 distant North $79^{\circ} 54' 30''$ West 76.00 feet from the Southeast corner of said Lot 4; thence along said parallel line, South $10^{\circ} 05' 30''$ West 100.00 feet to the Southerly line of said lot 6; thence along said southerly line, North $79^{\circ} 54' 30''$ West 10.00 feet to a point in said Southerly line distant South $79^{\circ} 54' 30''$ East 69.00 feet from the Southwest corner of said Lot 5; thence parallel with the Easterly line of said lot 6, North $10^{\circ} 05' 30''$ East 99.60 feet to the Northerly line of said Lot 5; thence Northwesterly, in a direct line South $70^{\circ} 43' 58''$ West 39.00 feet from the most Northerly corner of said Lot 7; thence along said Northwesterly line, North $70^{\circ} 43' 58''$ East 39.00 feet to said most Northerly corner; thence along the Northeasterly line of Lots 7 and 4, South $66^{\circ} 28' 30''$ East 107.11 feet to the point of beginning.

Except therefrom all oil, gas, minerals and other hydrocarbon, below a depth of 500 feet, without the right of surface entry, as reserved in instrument of record.

APN: 4470-019-017

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

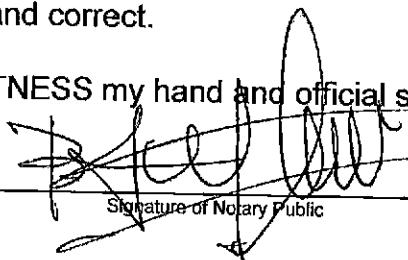
] s.s

On March 11, 2019 before me, Brenda Machuca V., NOTARY PUBLIC,
personally appeared JIA CHEN

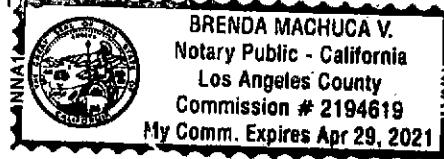
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of GRANT Deed.

Ap# : 4470 - 019 - 017

Containing 3 pages, and dated Jan. 7, 2019

EXHIBIT 2

▲ This page is part of your document - DO NOT DISCARD ▲



20211655794



Pages:
0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

11/04/21 AT 03:23PM

FEES :	28.00
TAXES :	0.00
OTHER :	0.00
<hr/> PAID : 28.00	



LEADSHEET



202111042840082

00021380661



012801768

SEQ:
01

DAR - Mail (Intake)



▲ THIS FORM IS NOT TO BE DUPLICATED ▲

PREPARED AND RECORDING REQUESTED BY:

SEDRIC E. COLLINS

Attorney at Law

Legacy One Law Firm

12400 Wilshire Blvd Suite 400

Los Angeles, California 90025

323 405-7017

21380661

Batch Number: 12801768

WHEN RECORDED, MAIL TO
AND MAIL TAX STATEMENTS TO:

Jia Chen, as Trustee
31663 Broad Beach Rd.
Malibu, CA 90265

THIS SPACE FOR RECORDER'S USE ONLY

APN: 4470-019-017

GRANT DEED TO A REVOCABLE TRUST

The undersigned Grantor declares that this conveyance transfers Grantor's interest to
Grantor's revocable living trust for zero ("0") consideration
This conveyance transfers an interest into or out of a Living Trust, R & T §11930.
Documentary Transfer Tax is \$0.00

Exempt from fee per Gov. Code §27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier.

City of Malibu

Unincorporated Area of _____

JIA CHEN, a married woman, as her sole and separate property, the GRANTOR,

HEREBY GRANTS TO

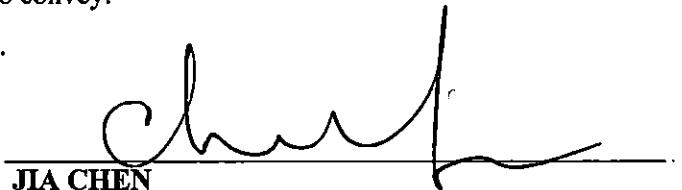
JIA CHEN, as Trustee of THE SHINEWOODS TRUST, DATED OCTOBER 8, 2021, U/A dated October 8, 2021, the
GRANTEE,

All of THAT PROPERTY situated in the County of Los Angeles, State of California, more commonly known as 31663
Broad Beach Rd., Malibu, CA 90265; which property is bounded and described as set forth in Exhibit "A" (attached hereto
and incorporated herein by reference).

SUBJECT TO the Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record, if any.

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of the hereinabove
described real property; including, but not limited to, the power to convey.

Executed on October 8, 2021, in Los Angeles County, California.



JIA CHEN

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Malibu and described as follows:

Those portions of Lots 4, 5 and 7 of Tract No. 20658, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 579, Pages 9 and 10 of maps, in the Office of the County Recorder of said County; described as follows:

Beginning at the Northeast corner of said Lot 4; thence along the Easterly line of said Lot 4, South 10° 05' 30" West 82.00 feet to the Easterly prolongation of the Northerly line of Lot 5; thence along said prolongation and along said Northerly line North 82° 02' 55" West 76.00 feet to a line parallel with the Easterly line of said Lot 5 that passes through point in the Southerly line of said lot 5 distant North 79° 54' 30" West 76.00 feet from the Southeast corner of said Lot 4; thence along said parallel line, South 10° 05' 30" West 100.00 feet to the Southerly line of said lot 6; thence along said southerly line, North 79° 54' 30" West 10.00 feet to a point in said Southerly line distant South 79° 54' 30" East 69.00 feet from the Southwest corner of said Lot 6; thence parallel with the Easterly line of said lot 6, North 10° 05' 30" East 99.60 feet to the Northerly line of said Lot 5; thence Northwesterly, in a direct line South 70° 43' 56" West 39.00 feet from the most Northerly corner of said Lot 7; thence along said Northwesterly line, North 70° 43' 68" East 39.00 feet to said most Northerly corner; thence along the Northeasterly line of Lots 7 and 4, South 66° 28' 30" East 107.11 feet to the point of beginning.

Except therefrom all oil, gas, minerals and other hydrocarbon, below a depth of 500 feet, without the right of surface entry, as reserved in instrument of record.

APN: 4470-019-017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

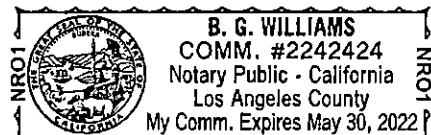
B.G. Williams

On October 8, 2021, before me, BERNICE WILLIAMS, a Notary Public, personally appeared JIA CHEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



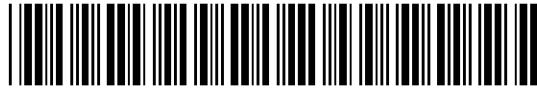
Notary Public Seal

EXHIBIT 3

▲ This page is part of your document - DO NOT DISCARD ▲



20190238747



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

03/18/19 AT 08:00AM

FEES :	31.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
<hr/> PAID :	106.00



LEADSHEET



201903180290018

00016375341



009695517

SEQ:
02

SECURE - 8:00AM



▲ THIS FORM IS NOT TO BE DUPLICATED ▲

RECORDING REQUESTED BY:
Stevon A. Title
AND WHEN RECORDED MAIL TO:

JIA CHEN
5519 Angelus Ave
San Gabriel, CA 91776

THIS SPACE FOR RECORDER'S USE ONLY:

AP# 4460-036-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 0.00

computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.
 Unincorporated area City of AND

This is a bona fide gift and the grantor
received nothing in return, R & T 11911

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

YAO LIN AND JIA CHEN, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF
SURVIVORSHIP

hereby GRANT(s) to:

JIA CHEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

the real property in the County of LOS ANGELES, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 27487 LATIGO BAY VIEW DRIVE, MALIBU, CA 90265
"This conveyance establishes sole and separate property of a spouse, R & T 11911."

ACCOMMODATION
This Document delivered to Recorder
as an accommodation only at the
express request of the parties hereto.
It has not been examined as to
its effect or validity.

DATED: January 7, 2019

Signature Page attached hereto
and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

AP#: 4460-035-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: January 7, 2019

YAO LIN
YAO LIN
JIA CHEN
JIA CHEN

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA People's Republic of China
COUNTY OF Municipality of Beijing }
On JAN 29 2019 Embassy of the United } SS:
before me, Morgan Kuehne States of America)
Consular Associate
A Notary Public personally appeared
100 / in

Yao Lin
A Notary Public personally attested.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s)-acted, executed the instrument.

which the person(s) acted, executed the instrument
~~I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.~~

WITNESS my hand and official seal.

Signature



**LEGAL DESCRIPTION
EXHIBIT "A"**

The land referred to herein is situated in the State of California, County of Los Angeles, City of Malibu and described as follows:

Parcel 1:

Lot 10, of Tract No. 46851, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 1171 Pages 62 to 73, inclusive of Maps, in the Office of the County Recorder of said County.

Excepting therefrom all minerals, oil, petroleum, asphaltum, gas, coal and other thereof, but without surface right of entry, as reserved by Marblehead Land Company, in deed recorded March 4, 1947 as Instrument No. 1036 in Book 24232, Page 380, of Official Records.

Parcel 2:

An easement for road purposes and ingress and egress over those certain strips of land designated as "Private Driveway and Fire Lane" and "Private Streets", as designated and delineated on the map of said Tract No. 46851.

APN: 4460-036-010

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

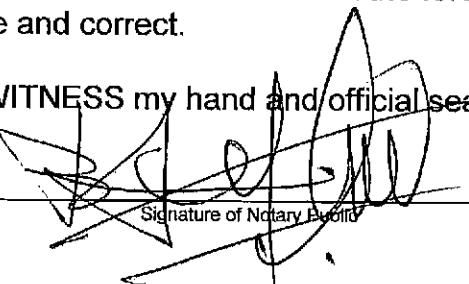
State of California]
County of Los Angeles] s.s

On March 11, 2019 before me, Brenda Machuca V., NOTARY PUBLIC,
personally appeared JIA CHEN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:


Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed.

AP# 4460-035-010

Containing 3 pages, and dated Jan. 7, 2019

EXHIBIT 4

▲ This page is part of your document - DO NOT DISCARD ▲



20211870687



Pages:
0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/16/21 AT 01:09PM

FEES :	28.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
<hr/> PAID :	103.00



LEADSHEET



202112162910028

00021636871



012959982

SEQ:
01

DAR - Mail (Intake)



▲ THIS FORM IS NOT TO BE DUPLICATED ▲

PREPARED AND RECORDING REQUESTED BY:

SEDRIC E. COLLINS

Attorney at Law

Legacy One Law Firm

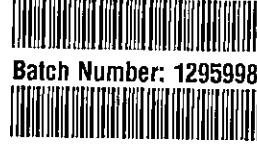
12400 Wilshire Blvd Suite 400

Los Angeles, California 90025

323 405-7017

21636871

Batch Number: 12959982



WHEN RECORDED, MAIL TO
AND MAIL TAX STATEMENTS TO:

Jia Chen, as Trustee
31663 Broad Beach Rd.
Malibu, CA 90265

THIS SPACE FOR RECORDER'S USE ONLY

APN: 4460-035-010

GRANT DEED TO A REVOCABLE TRUST

The undersigned Grantor declares that this conveyance transfers Grantor's interest to
Grantor's revocable living trust for zero ("0") consideration
This conveyance transfers an interest into or out of a Living Trust, R. & T §11930.

Documentary Transfer Tax is \$0.00

City of Malibu

Unincorporated Area of _____

JIA CHEN, a married woman, as her sole and separate property, the GRANTOR,
HEREBY GRANTS TO

JIA CHEN, as Trustee of THE SHINEWOODS TRUST, DATED OCTOBER 8, 2021, U/A dated October 8,
2021, the GRANTEE,

All of THAT PROPERTY situated in the County of Los Angeles, State of California, more commonly known as
27487 Latigo Bay View Drive, Malibu, CA 90265; which property is bounded and described as set forth in Exhibit
"A" (attached hereto and incorporated herein by reference).

SUBJECT TO the Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record, if
any.

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of the
hereinabove described real property; including, but not limited to, the power to convey.

Executed on 11/17/2021, 2021, in Los Angeles County, California.

JIA CHEN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

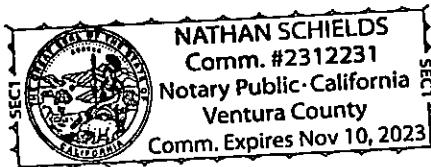
On November 17, 2021, before me, Nathan Schields, a Notary Public, personally appeared JIA CHEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature



Notary Public Seal

**LEGAL DESCRIPTION
EXHIBIT "A"**

The land referred to herein is situated in the State of California, County of Los Angeles, City of Malibu and described as follows:

Parcel 1: Lot 10, of Tract No. 46851, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 1171 Pages 62 to 73, inclusive of Maps, in the Office of the County Recorder of said County.

Excepting therefrom all minerals, oil, petroleum, asphaltum, gas, coal and other thereof, but without surface right of entry, as reserved by Marblehead Land Company, in deed recorded March 4, 1947 as Instrument No. 1036 in Book 24232, Page 380, of Official Records.

Parcel 2: An easement for road purposes and ingress and egress over those certain strips of land designated as "Private Driveway and Fire Lane" and "Private Streets", as designated and delineated on the map of said Tract No. 46851.

APN: 4460-035-010

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS BEIJING SOUFUN SCIENCE AND TECHNOLOGY DEVELOPMENT CO., LTD.		DEFENDANTS YAO LIN
ATTORNEYS (Firm Name, Address, and Telephone No.) O'MELVENY & MYERS LLP 400 South Hope Street, Los Angeles, California 90071 (213) 430-6000		ATTORNEYS (If Known) Jonathan J. Lo - LO & LO LLP 506 North Garfield Avenue, Suite 280, Alhambra, CA 91801 626-289-8838
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) TO DETERMINE DEBT TO BE NON-DISCHARGEABLE PER 11 USC §§ 523(a)(2)(A), (a)(6); OBJECTION TO DISCHARGE PER 11 USC § 727; FRAUDULENT CONVEYANCE, PURSUANT TO, INTER ALIA, CAL. CIV. CODE §§ 3439.04(a)(1), (2), 3439.05, AND AS SET FORTH IN COMPLAINT ATTACHED AS EXHIBIT A TO COMPLAINT FOR THIS ADVERSARY PROCEEDING; REQUEST FOR INTEREST, ATTORNEY'S FEES & OTHER COSTS.		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other		FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input checked="" type="checkbox"/> 65-Dischargeability - other
FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property		FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other
FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)		FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest
FRBP 7001(4) – Objection/Revocation of Discharge <input checked="" type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)		FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment
FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation		FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause
FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)		Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et.seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ At least \$21,165,155.97
Other Relief Sought Interest, attorneys fees and other costs, and such other and further relief as the Court deems appropriate.		

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR	YAO LIN	
		BANKRUPTCY CASE NO. 1:23-bk-10733-MB
DISTRICT IN WHICH CASE IS PENDING Central District of California		DIVISION OFFICE San Fernando
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING		DIVISION OFFICE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
<i>/s/ Karen Rinehart</i>		
DATE	PRINT NAME OF ATTORNEY (OR PLAINTIFF)	
September 7, 2023	Sæ^} Åü^@ec	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.